

EXHIBIT B

4. Under the Lease, the Debtor owes obligations to BNG to, among other things, pay monthly rent to BNG.

5. The Debtor is currently in default under the Lease for rent that accrued prior to August 24, 2023 (the “Petition Date”).

6. Between October 30, 2020 and the Petition Date, total rent due under the lease was \$920,429.

7. Between October 30, 2020 and the Petition Date, the Debtor made two traditional lease payments totaling \$53,460.

8. The prepetition balance due under the Lease, without consideration of late fees and interest, equals \$866,969.

9. The Debtor is also currently in default under the Lease for rent that has accrued post-petition.

10. Post-petition, the Debtor has not paid any of the stub rent owed for the post-petition portion of the month of August 2023, or any portion of the rent due for September 2023 or October 2023.

11. In December 2023, the Debtor made a partial payment of the rent due for November 2023.

12. As of October 31, 2024, the Debtor has paid only \$48,000 towards its post-petition lease obligation, leaving an outstanding post-petition rent deficiency of \$347,342, exclusive of interest and late fees.

13. Throughout the prepetition period, there were substantial transfers between BNG and the Debtor which the Debtor has asserted should be included in the calculation of rent credits available to off-set rents due.

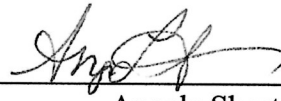
14. BNG disputes the Debtor's calculation of the alleged rent credits.

15. Even if the rent credits were duly authorized and undisputed, the alleged credits were exhausted as of June 2024, and therefore, the Debtor is still in default of its rent obligations and continues to be in default each month.

I DO SOLEMNLY DECLARE AND AFFIRM, under penalty of perjury, that the foregoing facts in this Declaration are true and correct.

Executed on

11/1/2024



Angela Shortall